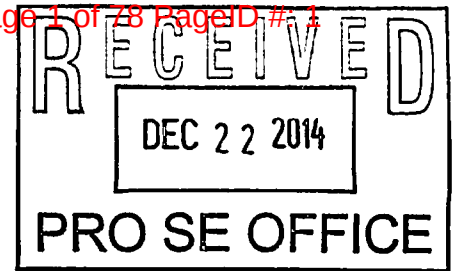


Mass Claim
Filed: December 22, 2014
Brooklyn District Court, NY



NEW YORK EASTERN DISTRICT COURT

BROOKLYN, NEW YORK

COMMON LAW COURT OF RECORD

CV 14-7425

CASE No. _____

CLAIMANTS/ RELATORS

Connie P. Mele

CHEN, J.

Michael Douglas

Yvonne Singleton

Phillip Ellis

Janette Bowen

GO, M.J.

Leveda Curry

Ellie Stewart

Geane Hewitt Gittens

Charles Sidden

Nature of verified case: claims

Tres Peel

JURY TRIAL DEMANDED

Deborah Alex-Saunders

claimants,

private prosecutors

Deidre E. Paris

Delilah Burrowes

Idrissa Gaye

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DEFENDANTS

FEDERAL RESERVE BOARD

1. Marianne Lake, individual and official capacity as Chief Financial Officer,

2. Robert Bentley, individual and official capacity as Chief Financial Officer

3. James Mackey, individual and official capacity as Chief Financial Officer

4. John Gerspach, individual and official capacity as Chief Financial Officer

5. Bruce R. Thompson, individual and official capacity as Chief Financial Officer

6. Bruce Rose CEO. individual and official capacity as Chief Financial Officer

7. Aleem Gillani, individual and official capacity as Chief Financial Officer

8. DARYL Bible, individual and official capacity as Chief Financial Officer

9. Kelly King, individual and official capacity as Executive Officer

10. John Shrewsberry, individual and official capacity as Chief Financial Officer

11. John V. Britti, individual and official capacity as Chief Financial Officer

12. Christopher Halmy individual and official capacity as Chief Financial Officer

13. Janet McClusky individual and official capacity as Chief Financial Officer]

14. Paul Ince individual and official capacity as Chief Financial Officer]

15. Lewis Howard Wirshba individual and official capacity as Chief Financial Officer]

16. TAJ J. BINDRA individual and official capacity as Chief Financial Officer

17. ANDY CECERE, individual and official capacity as Chief Financial Officer

18. Stephen KRAUSE individual and official capacity as Chief Financial Officer

19. MARCUS SCHENCK individual and official capacity as Chief Financial Officer

20.. DARREN TANGEN, individual and official capacity as Chief Financial Officer

JOHN DOE, WRI CAPITAL, individual and official capacity as Executive Officer

JOHN DOES 1-100

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50

51 Federal Reserve Board has provided billions in bailouts for banks without transparency or provision to
52 the public. No direct bailout exist for distribution to the public issuers of notes that create the basis for
53 bank borrowing as revealed in the Fed custody forms . It is by full faith and credit in the US Dept of
54 Treasury that coordinates the functions of the Federal Reserve System. But we the people are left in the
55 cold without receipt of reversionary interest incurred from fractionalized banking. Even the national
56 settlements are trickled down from government agencies administration fees and poor notifications to
57 the public. The least, that we are seeking is improved training and supervision of the CFOs of Federal
58 Reserve member Banks and remedies thereof. It is obvious from several publicized investigations that
59 there is inadequate oversight of these corporations from the Federal Reserve System.

60 We are seeking both damages and injunctive relief in both individual and official capacity of CFO s and
61 Executive officers. These defendants do not have clean hands and continue to damage the public.

62 No doubt, some of the defendants have changed corporations but without public outcry may continue
63 in their same pattern and practice of corporate malfeasance that have caused millions of dollars in fines
64 and consent orders from the various government agencies such as DOJ, OCC, HUD, State Depts. etc.

65 Clearly, CFO s and executive officers should be held responsible due to they should have known (or did
66 know) that they were violating public and private rights as outlined by Sarbanes Oxley Act.

67 (1) The defendants directly participated making of financial policies and management for their
68 companies.

69 (2) The defendants learned of the violations of homeowners rights and failed to do anything to fix the
70 situation as revealed in several DOJ consent orders.

71 (3) The defendants created policy or custom in pattern and practice encouraging the illegal acts in
72 conflicting annual reports EXAMPLE (hiding transfer fees)

73 (4) The defendants failed to adequately train or supervise meeting licensing standards in their business
74 affiliates.

75

76 **JUDICIAL NOTICE**

77 Cf. Rule 8 and Rule 10:

78 A party may state as many separate claims or defenses as it has, regardless of consistency. No technical
79 form is required.

80 All federal district courts are courts of common law jurisdiction. Cf.

81 We, require: a 'court of record'; 'trial by jury';

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Alternative the 12 plus claimants of sovereign status qualify to be a petit jury as they stand.

Introduction: CFO CORPORATE SHELL GAME

What happen to reversionary interest due the public?

We, the people in this mass claim (not seeking class action certification) are seeking reparations from the helm of personnel of banks and institutions that rallied over profit rather than financial stability for the public. We believe that the Chief Financial Officers knew or should have known that toxic transactions using unlicensed broker/dealers, untrained and pretender lenders along with concealment of fractionalized lending would lead to corporate malfeasance and financial disasters. CFO defendants have played a shell game. These CFOs have been hired from company to company leaving behind them a trail of fines, bankruptcies, insolvency and broken home owners. They must be held accountable. Discovery from this mass claim will reveal company after company in pattern, practice and collusion that violated financial regulations and fraud that led to bankruptcy and insolvency. But, nothing for the people except foreclosures and lifetime debt: not even a return of interest on the extra monies made off the issuers and makers of the notes that were as used assets for the banks. "Ironically the banks positioned to receive these double-digit earnings include some of those we bailed out with our tax dollars in the previous year, such as GMAC, JP Morgan and US Bancorp.

While this all makes for a potentially stronger rally on Wall Street, it does nothing to help citizens struggling on a daily basis to maintain their homes, their health insurance and their jobs. "The term malfeasance is synonymous with misconduct, misbehavior, misdoing and wrongdoing. Corporations and legislators who continue on the path of malfeasance must be brought to justice."

One of the earliest robber barons noted in the book Corporate Malfeasance – And Why It

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Corrupts, was J.P. Morgan. He set a course years ago that has been followed by many of today's

billionaires: mergers, acquisitions and consolidations and deals that heap riches on those who

mold them but wreak havoc on competitors, workers and local economies. These transactions

empower a few individuals with control of resources and markets; the CEOs who end up at the

top of the conglomerates are in positions to exert excessive influence over government officials,

the press and buying trends. Because such deals are made on paper – in boardrooms, law offices

and at investment banks – they seldom produce tangible goods or services or create new jobs.

These paper transactions have played an ever-increasing role in the U.S. economy in recent

decades and are a major contributor to the failing of our economy. "Corporate Malfeasance –

And Why It Corrupts June 15, 2012, John Perkins

NATURE OF THE ACTION

This action is about living souls that are representatives of the public that suffered one of the most

precipitous corporate meltdowns in U.S. history. We were wronged by well compensated professional

gatekeepers, who utterly failed in their responsibilities to the investing public by committing corporate

malfeasance. Wronged claimants demand that defendants appear in court and provide remedy to our

verified claims. REFUSUAL TO ACCEPT OF RULES FOR APPEARANCE, SHALL BE A TACIT ACQUIRESENCE..

These companies, agencies and the gatekeepers, particularly chief financial officers who failed to do

their jobs because they aided and abetted concealment of hundreds of millions of dollars reversionary

interest and receivables owed to the public as proven by off balance sheet assets.

Defendants' misconduct DIRECTLY connects with the financial and emotional harm that the claimant

suffered as a result of their conduct of pirating homeowner funds and failure to distribute claim money.

PARTIES

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Claimants are natural living beings that live diversely among the united states of America and have by status declared management over the artificial person (Title 18 USC sec. 134).

Upon information and belief Defendants, are real persons, Chief Financial Officers that used their job positions to commit corporate malfeasances fronting artificial foreign corporations.

Upon information and belief Defendants, Law Offices as a foreign corporations,

And debt collectors doing business both intra and interstate among this united states of America.

Upon information and belief Defendants, are enjoined by their pattern and practices in Aiding and abetting in RICO activities.

CLAIMANTS

The Claimants are real man (s) and woman(s) that are We the People, Grantors seeking redress and remedy among the policies of the united States corporation, ITS franchise corporations and employees.

Claimants assert that they, as issuers, have a legal interest in the "note" and, in addition, that they have reversionary interest in it. Also, as the beneficiaries of the trust, have an equitable interest in the "note". Homeowners , as lessees, claim possessory interest; but have lost the use of the "note".

Claimants assert that they, under Originator agreement to buyback the "note" , is contractually entitled to acquire the proprietary title in the future, and that defendants ' conduct has caused them to lose the "note" and the profits they should have made from it. All allege that they have suffered economic losses as a result of defendants' conduct. 26 U.S. Code § 673 - Reversionary interests

That the Claimants are espousing a claim-centric approach to obtaining redress from the corporations and/or sub franchises so chartered by the United States Federal Corporation. In addition to acquiring the rights of a purchaser, a protected purchaser also acquires its interest in the security free of any adverse claim.

Claimants are man (s) and wo-man(s) are grantors who have reserved their rights without recourse and

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expressedly declared their rights so recognized by the parent US corporation.

Defendants

The defendants are the Chief Financial Officer (CFO) who are responsible to the company's Board of Directors for all accounting and financial matters. They establish company-wide objectives, policies, procedures, processes, programs, and practices to assure the company of a continuously sound financial accounting structure. So for Any CEO or CFO who "recklessly" violates his or her certification of the company's financial statement or two or more persons who conspire to commit any offense against or to defraud the U.S. or its agencies, such as reporting taxes.. Fines and/or up to 10 years imprisonment exist, So these defendants, who fail to disclose reversionary interests and conceal the claim for recovery of such funds – is a concealment of the record not only to the issuers/makers of the notes that were used for investments but a tax avoidance to the IRS.

Any person who "corruptly" alters, destroys, conceals, etc., any records or documents with the intent of impairing the integrity of the record or document for use in an official proceeding. Fine and/or up to 20 years imprisonment.

The Federal Reserve System aided and abetted these defendants by fractionalizing the promissory notes of homeowners by nine times knowing that the Banks themselves were the real borrowers.

The System has three organization levels: member banks, Federal Reserve Banks, and the Board of Governors. Member banks of these defendants joined the Federal Reserve System (FRS) to enrich themselves and their shareholders at the expense of the note issuers by failing to disclose and openly offer access to the reversionary interest. Fractionized bank of 9x used by these defendants are a violation of 12 U.S. Code § 301 - Powers and duties of board of directors; suspension of member bank for undue use of bank credit. (Discovery)

Jurisdiction

Federal Court. Cf. See 28 U.S.C. § 1331 et se Federal Court. See 28 U.S.C. § 1331 et seq

Defendants conducts a significant amount of business in New York. All corporations that hired

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the defendants are members of Wall Street, New York located in the financial center of the world.

Moreover, throughout the RICO period of ten years, the defendants have maintained offices and conducted business in New York directly relating to matters alleged herein by, among other things, making numerous wire transfers into and out of bank accounts maintained by defendants at banks in New York.

That, Claimants raise federal questions that involve the violation of federal laws. Federal Reserve Act of 1913, Sarbanes-Oxley Act., RICO, etc.

That, Diversity exists due to Claimants and Defendants are citizens of different states and the amount in controversy exceeds the sum or value of \$75,000. exclusive of interest and costs.

That, New York Federal Eastern District court is one of common law jurisdiction and a court of record organized under the lawful right committed by oath to abide the US Constitution.

FACTUAL CLAIMS

The proponent of the civil RICO claim shall file and serve [within 90 days of summons }. A case statement that shall include the facts relied on to initiate the RICO claim. In particular, the statement shall use the numbers and letters set forth below, unless filed as part of an amended and restated pleading (in which latter case, the allegations of the amended and restated pleading shall reasonably follow the defendants and corporate malfeasance organizations set out forth, and shall state in detail and with specificity before a hearing for trial of sovereign jury.

THE PRIVACY ACT

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Claimants are the issuer and maker of promissory notes from unilateral contracts. Per the

UCC 1-201(32,33), these claimants are protector purchasers. Names of the claimants, social

security numbers and reversionary interest were misappropriated in violation of THE PRIVACY

ACT.

Reparations

Foreclosures have drained nearly \$2 trillion dollars in lost property value from nearby

households. Half of this spillover cost has been incurred by communities of color. - See more at:

<http://www.responsiblelending.org/mortgage-lending/research-analysis/collateral-damage>.

\$1.95 trillion in property value has been lost or will be lost by residents who live close to

foreclosed properties. ‘

Spillover costs will drain \$1 trillion in home equity from minority neighborhoods. This estimate

does not include the total loss in home equity resulting from the foreclosure crisis (est. \$7

trillion)

Also doesn't include losses in tax revenue, the increased costs of managing vacant properties and

non-financial spillover costs, such as increased crime, lower school performance by children and

neighborhood blight.

The right to reparation is a well-established principle of international law. The International Law

‘Commission affirmed this principle in its 53rd Session when it adopted the draft articles on

responsibility of States for internationally wrongful acts.(3) The right is also firmly embodied in

international human rights treaties and declarative instruments (4) and has been further refined

by the jurisprudence of a large number of international and regional courts, as well as other

treaty bodies and complaints mechanisms.)

Claim in recoupment

Mandatory right of claim when a "creditor to offset a mutual debt owing by such creditor to the

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debtor that arose before the commencement of the case...." 11 U.S.C. §553(a). The requisite elements of a §553 setoff are as follows: (1) the creditor holds a claim against the debtor that arose before the commencement of the case; (2) the creditor owes a debt to the debtor that also arose before the commencement of the case; (3) the claim and debt are mutual; and (4) the claim and debt are each valid and enforceable. In re Steines, 285 B.R. 360, 362 (Bankr. D. N.J. 2002). Setoff, in effect, elevates an unsecured claim to secured status, to the extent that the debtor has a mutual, prepetition claim against the creditor. See 11 U.S.C. §506(a)

TORTIOUS INTERFERENCE WITH GOODS: TITLE TO SUE

The claimants goods in question are the promissory notes that were converted into securities without disclosure or consent. As a result they suffered tortious interference with their goods. The claimants losses suffered as a result of wrongful interference with goods where tortfeasor commits negligence, conversion, trespass or detinue by acts of damage, destruction or removal of goods, there may be various others who suffer adverse consequences, economic or otherwise, as a result. This class of affected people may be large and their interests in the goods in question may be diverse. Interests of a legal, beneficial, proprietary and possessory kind may subsist concurrently in the same goods; and the holders of these interests may be affected in different ways by the interference with them. There may be others who lack vested interests, but have expectations of financial gain from the goods, based on contractual or other connections with them. What principles apply in determining who, from a potentially large class of plaintiffs, has a sufficient interest to claim for losses resulting from wrongful interference with the goods. Because it is possession and not ownership which is protected, it is not necessary to show ownership to establish a right to sue.

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Quantum meruit

Defendants received unjust enrichment by huge bonuses extended from their ultra ego, artificial corporations. A discovery of fees, charges and affiliate agreements prove the enrichment. The reversionary interest was used at the expense of the claimant without disclosure. Millions of illegal foreclosures and collection of unlawful debt requires restitution.

CORPORATE MALFEASANCE

Defendant CFOs lost millions in transactions that allowed the banks to take financial advantage of toxic transactions in derivatives of notes that held reversionary interest. Congress and the Securities and Exchange Commission reacted strongly, issuing reforms to Section 406 of the Sarbanes-Oxley Act. Under this section, companies must disclose whether they have ethics codes and whether it is possible for directors or officers to waive them. It also requires that the requirement apply to all employees of the company. The codes must be made public. CFOs have failed to make the reversionary interest known to the issuers of the notes, that they used to borrow money from. Corporate ethics goes beyond good behavior internally and with stockholders and customers. It means giving something back to the community in which it operate.

Cause of Action

The CFO, defendants of the identified corporation wronged the live claimants by using their office to violate our properties and interference of our goods.
Specific remedy sought by the claimant is the return of reversionary interests from the notes claimants issued that enriched their positions and their unlawful conduct in their illegal

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collection of debt that is not true ie: Defendants need to cease action against claimants and pay fees charged daily until the party ends the matter.

The defendants must be sworn or affirmed to be true to their answers – ie: they must appear in court to make a verifiable claim, affidavits will not do, and attorneys cannot speak for them. Lawful money is demanded for all transactions 12 USC 411".

FIRST CAUSE OF ACTION

All presumptions of death of claimant are rebutted by grantors assertion ;

SECOND CAUSE OF ACTION

Return property of all reversionary interest in equitable title as virtual representatives of Certificate of Live Birth ;

THIRD CAUSE OF ACTION

Partial assignment of said property to United States Treasury for full discharge of remaining balance sum certain amount stated on bill of evidence presented by claimants

FOURTH CAUSE OF ACTION

Said notes were received by defendants on closing date of transactions;

FIFTH CAUSE OF ACTION

Defendants have not returned said reversionary interest to claimant within stipulated time if Said note was dishonored for cause by the United States Treasury;

SIXTH CAUSE OF ACTION

Said property has not been credited to claimants account for within stipulated Time;

SEVEN CAUSE OF ACTION

Claimants require the immediate restoration of said property;

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EIGHT CAUSE OF ACTION

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And require trespass and harm in the amount of federal remedy of three times of amount re: said property;

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NINE CAUSE OF ACTION

328

And require damages in the loss amount of said property;

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TEN CAUSE OF ACTION

330

And require lawful money and full discharge for all transactions;

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ELEVEN CAUSE OF ACTION

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And require a jury of peers to judge this matter without bias and conflict of interest;

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TWELVE CAUSE OF ACTION

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that we, say here, and will verify in open court, that all herein be true; all rights reserved,

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REQUEST FOR ADMISSIONS

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SET NUMBER: One1

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TO ALL DEFENDANTS AND COUNSEL OF RECORD:

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Pursuant to the provisions of Federal Rule of Civil Procedure 36, it is hereby requested and demanded of Defendant s(hereinafter "YOU" or "YOUR"), that YOU make admissions of the following statements of fact which are materially pertinent to Plaintiff claims hereto in accordance with Rule 36, under which rule of procedure this request for admissions is made, thereby answering the following facts in the above-entitled and number cause, and that such answers be sworn to and filed promptly in the office of the District Clerk where this cause is pending and a copy delivered to the writer within thirty (30) days from the serving of this request upon you. Otherwise, each of the matter of which an admission is requested and demanded shall be deemed admitted by you in accordance with Rule 36 of the Federal Rules of Civil Procedure.

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It is further anticipated that further discovery, independent investigations, legal research and analysis will supply additional facts, add meaning to known facts, as well as establishing entirely new factual conclusion and lawful contentions without presumptions of law. All which may lead to substantial

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additions to, changes in and variations from the contentions herein set forth. The answers contain
herein are made in good faith effort to supply as much factual information and as much specification of
lawful contentions as is presently known which no way should be prejudiced in relation to further
discovery, research and/or analysis.

GENERAL OBJECTION

Defendants shall not base these responses on the assumptions that in propounding these requests for
admissions, the propounding party does not seek material protected against discovery by: (a) attorney-
client privilege; (b) the attorney work product doctrine; (c) litigation privilege; (d) constitutional or
statutory right of privacy; (e) confidentiality of statement or conduct made for settlement purposes; (f)
trade secrets or proprietary information or privilege; (g) or materials irrelevant to subject matter to this
litigation.

To re-apportion liability for predatory origination amongst parties to a home mortgage securitization
structure: aiding and abetting liability, civil co-conspirator liability, and joint venture liability.

It is well settled that where a conspiracy exists, liability for actions by one co-conspirator taken in
furtherance of the conspiracy can be attributed to every co-conspirator, making each equally liable for
the others' acts. Courts treat parties to a civil conspiracy as joint tortfeasors with joint and several
liability for all damages "ensuing or naturally flowing" from the act. Moreover, courts hold co-
conspirators liable irrespective of whether they are the direct actor, and irrespective of the degree of
involvement.

It is a long standing common law principle that a business or individual can be held liable for aiding and
abetting the wrongful acts of another. The Restatement of Torts (Second) suggests that, "for harm
resulting to a third person from the tortious conduct of another, a person is liable if he ... (b) knows that
the other's conduct constitutes a breach of a duty and gives substantial assistance or encouragement to
the other so to conduct himself."

REQUESTS FOR ADMISSION

TRUTH OF FACTS

Admit that the following facts are true:

REQUEST NUMBER 1

Admit that YOU that as a Executive Officer are responsible for financial integrity of your company.

REQUEST NUMBER 2

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384 Admit that YOU that you knew that mortgage brokers who originated loans did not lend any money to
385 the homeowners.

386 REQUEST NUMBER 3

387 Admit that YOU that you were involved in "[a] securitization model – a system wherein parties that
388 provided the money for loans and drove the entire origination process from afar and behind the scenes
389 with undisclosed lenders and trustees to the homeowners.

390 REQUEST NUMBER 4

391 Admit that YOU that you were involved modus operandi of agreements of two or more businesses
392 starting at origination to servicing to foreclosing on homeowners property.

393 REQUEST NUMBER 5

394 Admit that YOU know when the title to the property is in dispute then the foreclosure should not
395 proceed, that it is a illegal act

396 REQUEST NUMBER 6

397 Admit that YOU that involved in fractionalized lending.

398 REQUEST NUMBER 7

399 Admit that YOU knew or should have known off balance sheet reports prove this there no debt as the
400 alleged loan has been paid.

401 REQUEST NUMBER 8

402 Admit that securitization does nothing to abolish the basic right of a borrower to assert a defense to the
403 enforcement of a fraudulent loan, regardless of whether it was induced by another party involved in the
404 origination of the loan transaction, be it a broker, appraiser, closing agent, or another."

405 REQUEST NUMBER 9

406 Admit that you were part of an association of two or more persons designed to carry out a single
407 business enterprise for profit, for which purpose you combine property, money, effects, skill, and
408 knowledge to seize homeowners' equity.

409 REQUEST NUMBER 10

410 Admit that YOU were involved in joint ventures arise out of contractual relationships, be they oral,
411 written, express, or implied for sharing of both profits and losses.

412 REQUEST NUMBER 11

413 Admit that the FAS 140 will prove that the claimants notes are paid shortly after the closing.

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REQUEST NUMBER 12

414

415 Admit that YOU used the MERS (mortgage electronic registration system) to conceal transfers of notes
416 and property without disclosure and that you held membership in MERS.

417 REQUEST NUMBER 13

418 Admit that YOU had frequent contact between the “lender” and the broker, trustees as well as the
419 lender’s insolvency in structuring the loan immediately preceding closing to carry out an enterprise for
420 profit; using undisclosed fees and accounts.

421 REQUEST NUMBER 14

422 Admit that you knew or should have known that many of mortgage brokers had no licenses in many of
423 the states they were doing business

424 REQUEST NUMBER 15

425 Admit that YOU profited by the different businesses involved in the conduit, including mortgage brokers,
426 lenders, MERS, servicers, sellers, underwriters, trustees, and trusts, or an SPV.

427 REQUEST NUMBER 16

428 Admit that YOU are fully responsible for the damages suffered by claimants.

429 REQUEST NUMBER 18

430 Admit that YOU agree to share in profits and losses, since you accept compensation out of the
431 proceeds of consumers’ monthly payments.

432 REQUEST NUMBER 20

433 Admit that YOU do not have any defenses to the claims against YOU contained in Grantor’s issuance of
434 the note.

435 REQUEST NUMBER 21

436 Admit that YOU agreed with GAP financing of fractionalization of notes.

437 REQUEST NUMBER 22

438 Admit that YOU sold loans along with many others into a trust pursuant to a pooling and servicing
439 agreement without disclosure to homeowner before foreclosing on their properties.

440 REQUEST NUMBER 23

441 Admit that YOU created a controversy in a fundamental term as who is the “creditor” due to fact that
442 you are not on the face of the evidence of indebtedness.

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443 REQUEST NUMBER 24

444 Admit that your servicing practices can be intentionally abusive, when there is intent to obtain
445 unwarranted fees, or negligently, when, a servicer's records are so disorganized that borrowers are
446 regularly charged late fees even when mortgage payments were made on time.

447 REQUEST NUMBER 25

448 Admit that your servicers attempted to foreclose on property even when the original note was paid and
449 unaccounted for.

450 REQUEST NUMBER 26

451 Admit that the federal borrower in custody form proves that the bank was the BORROWER.

452 REQUEST NUMBER 27

453 Admit that you mismanagement accounts by frequently use negative suspense account for improper
454 crediting of late fees and pyramiding late fees by charging an account paid in full.

455 REQUEST NUMBER 29

456 Admit that you co-conspired with affiliate companies to enrich your corporation profits. .

457 REQUEST NUMBER 30

458 Admit that you used "unperfected" documentation in course of taking property from Grantors.

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RELIEF

463 Within a ninety day settlement or trial by jury, WE the people are seeking relief and remedy by
464 redeeming a treasury check for lawful money in three times the original note from reversionary
465 interest. That any liens held against the subject properties be release, the original "alleged" debt
466 rescission and the title be quieted. Also, properly dealing with the account to which a tax refund might
467 be electronically deposited in favor of the claimants. "Payment order" is required within 90 days of
468 summons.

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Respectfully submitted by: claimants

SIGNATURE to remain as true: Connie P. Mele

Print name: Connie P. Mele

All rights are reserved and without recourse, per UCC 1-308

Address: 4161 Nichols court Lilburn, GA 30047

Connie P. Mele

SIGNATURE to remain as true: Michael Douglas

Print name: Michael Douglas

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Address: Box 1024 Douglasville, GA 30133

Michael Douglas

SIGNATURE to remain as true: Yvonne Singleton

Print name: Yvonne Singleton

All rights are reserved and without recourse, per UCC 1-308

Address 879 Honeylane, Crete, Il.

Yvonne Singleton

SIGNATURE to remain as true: Phillip Ellis

Print name: Phillip Ellis

All rights are reserved and without recourse, per UCC 1-308

Address: Acquilla Dr. Glenwood, Il.

Phillip Ellis

SIGNATURE to remain as true: Janette Bowen

Print name: Janette Bowen

All rights are reserved and without recourse, per UCC 1-308

Address: 4030 Weelaunee Road, Ellenwood, GA.

Janette Bowen

SIGNATURE to remain as true: _____

Print name: _____

All rights are reserved and without recourse, per UCC 1-308

Address: _____

SIGNATURE to remain as true: _____

Print name: _____

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Address: 640 E. 51 st Apt 1W Chicago, IL 60615

Leveda Curry

SIGNATURE to remain as true:

Print name:

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Address: 3473 S. King Dr. #101, Chicago IL 60616

Ellie Stewart

SIGNATURE to remain as true:

Print name:

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Address: P.O. Box 396, Duluth, GA 30096

Geane Hewitt Gittens

SIGNATURE to remain as true:

Print name:

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Address: 3672 Hawthorn Court Auburn, AL 36830

Deidre E. Paris

SIGNATURE to remain as true:

Print name:

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Address: 3473 S. King Dr. #439, Chicago IL 60616-4108

Delilah Burrowes

SIGNATURE to remain as true:

Print name:

All rights are reserved and without recourse, per UCC 1-308

Address: 4786 Golod Way Lithonia, GA 30038

Idrissa Gaye

SIGNATURE to remain as true:

Print name:

All rights are reserved and without recourse, per UCC 1-308

Address:

Charles Sidden

SIGNATURE to remain as true:

Print name:

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Address: _____

~~Sharon Gentry~~ *10/10*

Seal: Deborah Ax-Saunders

"We The People"

Private Attorney General

SIGNATURE to remain as true: _____

Print name: _____

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Address: ___ P O box 30036-0844 decatur, ga 30036

Deborah Alex-Saunders

SIGNATURE to remain as true: *Tres C. Peel*

Print name: *Tres C. Peel*

All rights are reserved and without recourse, per UCC 1-308

Address: 12207 SOUTH STEWART AVE CHICAGO, I 60628

Tres Peel



Seal: Deborah A. Sanders
"We The People"
Private Attorney General



Mass Action Claim –Exhibit L
December 22, 2014

I. LAW OF THE CASE

The law of the case is decreed as follows:

It is the public policy of this state that public agencies exist to aid in the conduct of the people's business....The people of this state do not yield their sovereignty to the agencies which serve them. [New York Government Code, Section.]

In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business....The people of this State do not yield their sovereignty to the agencies which serve them. [New York Government Code Section 54950.]

Laws, whether organic or ordinary, are either written or unwritten. [New York Code of Civil Procedure, Section 1895.]

A written law is that which is promulgated in writing, and of which a record is in existence. [New York Code of Civil Procedure, Section 1896]

The organic law is the Constitution of Government, and is altogether written. Other written laws are denominated statutes. The written law of this State is therefore contained in its Constitution and statutes, and in the Constitution and statutes of the United States. [New York Code of Civil Procedure, Section 1897]

Any judicial record may be impeached by evidence of a want of jurisdiction in the Court or judicial officer, of collusion between the parties, or of fraud in the party offering the record, in respect to the proceedings. [New York Code of Civil Procedure, Section 1916]

...at the Revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but they are sovereigns without subjects...with none to govern but

Mass Action Claim –Exhibit L
December 22, 2014

themselves..... [CHISHOLM v. GEORGIA (US) 2 Dall 419, 454, 1 L Ed 440, 455 @DALL (1793) pp471-472.]

The very meaning of 'sovereignty' is that the decree of the sovereign makes law. [American Banana Co. v. United Fruit Co., 29 S.Ct. 511, 513, 213 U.S. 347, 53 L.Ed. 826, 19 Ann.Cas. 1047.]

The people of this State, as the successors of its former sovereign, are entitled to all the rights which formerly belonged to the King by his prerogative. [Lansing v. Smith, 4 Wend. 9 (N.Y.) (1829), 21 Am.Dec. 89 10C Const. Law Sec. 298; 18 C Em.Dom. Sec. 3, 228; 37 C Nav.Wat. Sec. 219; Nuls Sec. 167; 48 C Wharves Sec. 3, 7.]

A consequence of this prerogative is the legal ubiquity of the king. His majesty in the eye of the law is always present in all his courts, though he cannot personally distribute justice. (Fortesc.c.8. 2Inst.186) His judges are the mirror by which the king's image is reflected. 1 Blackstone's Commentaries, 270, Chapter 7, Section 379.

....This declaration of rights may not be construed to impair or deny others retained by the people." [New York Constitution, Article 1, Declaration Of Rights Sec. 24.]

The state cannot diminish rights of the people. [Hurtado v. People of the State of New York , 110 US 516.]

The assertion of federal rights, when plainly and reasonably made, is not to be defeated under the name of local practice. [Davis v. Wechsler, 263 US 22, 24.]

Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them. [Miranda v. Arizona, 384 US 436, 491.]

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There can be no sanction or penalty imposed upon one because of this exercise of constitutional rights. [Scherer v. Cullen, 481 F 946.]

Whereas, the people of New York have presented a constitution....and which, on due examination, is found to be republican in its form of government.... [Act [of Congress] for the Admission of New York Into the Union, Volume 9, Statutes at Large, Page 452.]

Republican government. One in which the powers of sovereignty are vested in the people and are exercised by the people, either directly, or through representatives chosen by the people, to whom those powers are specially delegated. [In re Duncan, 139 U.S. 449, 11 S.Ct. 573, 35 L.Ed. 219; Minor v. Happersett, 88 U.S. (21 Wall.) 162, 22 L.Ed. 627." Black's Law Dictionary, Fifth Edition, p. 626.]

The State of New York is an inseparable part of the United States of America, and the United States Constitution is the supreme law of the land. Constitution, Article 3, Sec. 1.]

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby; any Thing in the Constitution or Laws of any State to the Contrary notwithstanding. [Constitution for the United States of America, Article VI, Clause 2.]

Conspiracy against rights: If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured - They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be

Mass Action Claim –Exhibit L
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fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death. [18, USC 241]

Deprivation of rights under color of law: Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death. [18, USC 242]

Property rights of citizens: All citizens of the United States shall have the same right, in every State and Territory, as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold, and convey real and personal property. [42 USC 1982]

Civil action for deprivation of rights: Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia. [42 USC 1983]

Conspiracy to interfere with civil rights: Depriving persons of rights or privileges: If two or more persons in any State or Territory conspire or go in disguise on the highway or on the premises of another, for the purpose of depriving, either directly or indirectly, any person or class of persons of the equal protection of the laws, or of equal privileges and immunities under the laws; or for the purpose of preventing or

Mass Action Claim –Exhibit L
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hindering the constituted authorities of any State or Territory from giving or securing to all persons within such State or Territory the equal protection of the laws; or if two or more persons conspire to prevent by force, intimidation, or threat, any citizen who is lawfully entitled to vote, from giving his support or advocacy in a legal manner, toward or in favor of the election of any lawfully qualified person as an elector for President or Vice President, or as a Member of Congress of the United States; or to injure any citizen in person or property on account of such support or advocacy; in any case of conspiracy set forth in this section, if one or more persons engaged therein do, or cause to be done, any act in furtherance of the object of such conspiracy, whereby another is injured in his person or property, or deprived of having and exercising any right or privilege of a citizen of the United States, the party so injured or deprived may have an action for the recovery of damages occasioned by such injury or deprivation, against any one or more of the conspirators. [42 USC 1985(3)]

Action for neglect to prevent: Every person who, having knowledge that any of the wrongs conspired to be done, and mentioned in section 1985 of this title, are about to be committed, and having power to prevent or aid in preventing the commission of the same, neglects or refuses so to do, if such wrongful act be committed, shall be liable to the party injured, or his legal representatives, for all damages caused by such wrongful act, which such person by reasonable diligence could have prevented; and such damages may be recovered in an action on the case; and any number of persons guilty of such wrongful neglect or refusal may be joined as defendants in the action; and if the death of any party be caused by any such wrongful act and neglect, the legal representatives of the deceased shall have such action therefor, and may recover not exceeding \$5,000 damages therein, for the benefit of the widow of the deceased, if there be one, and if there be no widow, then for the benefit of the next of kin of the deceased. But no action under the provisions of this section shall be sustained which is not commenced within one year after the cause of action has accrued. [42 USC 1986]

COURT. The person and suit of the sovereign; the place where the sovereign sojourns with his regal retinue, wherever that may be. [Black's Law Dictionary, 5th Edition, page 318.]

COURT. An agency of the sovereign created by it directly or indirectly under its authority, consisting of one or more officers, established and maintained for the purpose of hearing and determining issues of law and fact regarding legal rights and alleged violations thereof, and of applying the sanctions of the law, authorized to exercise its powers in the course of law at times and places previously determined by lawful authority. [Isbill v. Stovall, Tex.Civ.App., 92 S.W.2d 1067, 1070; Black's Law Dictionary, 4th Edition, page 425]

Mass Action Claim –Exhibit L
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COURT OF RECORD. To be a court of record a court must have four characteristics, and may have a fifth. They are:

A. A judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it [Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689] [Black's Law Dictionary, 4th Ed., 425, 426]

B. Proceeding according to the course of common law [Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689] [Black's Law Dictionary, 4th Ed., 425, 426]

C. Its acts and judicial proceedings are enrolled, or recorded, for a perpetual memory and testimony. [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C.Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231]

D. Has power to fine or imprison for contempt. [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C.Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231.] [Black's Law Dictionary, 4th Ed., 425, 426]

E. Generally possesses a seal. [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C.Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231.] [Black's Law Dictionary, 4th Ed., 425, 426]

The following persons are magistrates: ...The judges of the superior courts.... [New York Penal Code, Sec. 808.]

...our justices, sheriffs, mayors, and other ministers, which under us have the laws of our land to guide, shall allow the said charters pleaded before them in judgement in all their points, that is to wit, the Great Charter as the common law.... [Confirmatio Cartarum, November 5, 1297, Sources of Our Liberties Edited by Richard L. Perry, American Bar Foundation]

Henceforth the writ which is called Praeipe shall not be served on any one for any holding so as to cause a free man to lose his court. [Magna Carta, Article 34].

Mass Action Claim –Exhibit L
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If any claim, statement, fact, or portion in this action is held inapplicable or not valid, such decision does not affect the validity of any other portion of this action.

The singular includes the plural and the plural the singular.

The present tense includes the past and future tenses; and the future, the present.

The masculine gender includes the feminine and neuter.

ALL RIGHTS RESERVED WITHOUT RECOURSE PER UCC 1-308 AT ALL TIMES.

Mass Claim - NY Eastern District

COMMON LAW – COURT OF RECORD 12-22-2014

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PLAINTIFFS - RIDER

CLAIMANTS

CERTIFICATION OF PROCESS

I CERTIFY THAT THE CLAIMS DOCUMENTS SHALL BE FORWARDED TO ALL PARTIES BY _____ DATE

all rights reserved without recourse page 2

Charles Sidden 3955 highway 152 west China Grove, NC 28023	TRES C. PEEL 12207 S. STUART Chicago, IL. 60628	Idrissa Gaye 4786 Golod Way Lithonia, GA 30038	
	Deidre E. Paris 3672 Hawthorn Court Auburn, AL. 36830	Janette Bowen 4030 Weelaunee Rd, Ellenwood, GA	Connie P. Mele 4161 Nichols court Lilburn, GA 30047
Michael Douglas Box 1024 Douglasville, GA 30133	Leveda Curry 640 E. 51 st Apt 1W Chicago, IL 60615	Yvonne Singleton 879 Honeylane, Crete, IL. 60417	Phillip Ellis 328 West Arquilla Dr. Glenwood, IL 60425
Ellie Stewart 3473 s. King Dr. 101 CHICAGO, IL. 60616	Delilah Burrowes 621 WISCONSIN AVE OAK PARK, IL 60304	Geane Hewitt Gittens p.O. BOX 3196 Duluth, GA 30096	DEBORAH A. SAUNDERS BOX 30036-0844 Decatur, GA 30036

DEFENDANTS RIDER

CERTIFICATION OF PROCESS

I CERTIFY THAT THE CLAIMS PETITION SHALL BE FORWARDED TO ALL PARTIES BY _____ DATE

_____ all rights reserved without recourse

Marianne Lake
270 Park Avenue
New York, New York 10017

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100 North Tryon St
Charlotte, North Carolina 28202

Bruce Rose CEO
7 Greenwich Office Park
599 West Putnam Avenue
Greenwich, CT 06830

Robert Bentley
900 Ashwood Pwky,
Atlanta, GA 30338

Aleem Gillani,
303 Peachtree Street
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WRI CAPITAL

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SELENE FINANCE

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400 SOUTH HOUSTON TX
77042-45

MARCUS SCHENCK, CFO
16 WALL STREET
NEW YORK, NY 10005

DARREN TANGEN, CFO
COLFIN A-1, GA LLC
40 TECHNOLOGY PKWY.
SUITE 300
NORCROSS, GA 30092

STEPHEN KRAUSE, CFO
16 WALL STREET
NEW YORK, NY 10005

Exhibits

LOAN NUMBER: 6779450664

NOTE

10/31/05

GLENWOOD

IL

[Date]

[City]

[State]

328 ARQUILLA, GLENWOOD, IL 60425

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 189,635.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BANK OF AMERICA, N.A.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on DECEMBER 01, 2005.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on NOVEMBER 01, 2035 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at BANK OF AMERICA, N.A., P.O. BOX 17404, BALTIMORE, MD 21297-1404 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,136.96.

4. BORROWER'S RIGHT TO PREPAY

I HAVE THE RIGHT TO MAKE PAYMENTS OF PRINCIPAL AT ANY TIME BEFORE THEY ARE DUE. A PAYMENT OF PRINCIPAL ONLY IS KNOWN AS A "PREPAYMENT." WHEN I MAKE A PREPAYMENT, I WILL TELL THE NOTE HOLDER IN WRITING THAT I AM DOING SO. I MAY NOT DESIGNATE A PAYMENT AS A PREPAYMENT IF I HAVE NOT MADE ALL THE MONTHLY PAYMENTS DUE UNDER THIS NOTE.

I MAY MAKE A FULL PREPAYMENT OR PARTIAL PREPAYMENT WITHOUT PAYING ANY PREPAYMENT CHARGE. AFTER PAYING ANY LATE FEES OR OUTSTANDING FEES THAT I OWE, THE NOTE HOLDER WILL USE MY PREPAYMENTS TO REDUCE THE AMOUNT OF PRINCIPAL THAT I OWE UNDER THIS NOTE. HOWEVER, THE NOTE HOLDER MAY APPLY MY PREPAYMENT TO THE ACCRUED AND UNPAID INTEREST ON THE PREPAYMENT AMOUNT BEFORE APPLYING MY PREPAYMENT TO REDUCE THE PRINCIPAL AMOUNT OF THIS NOTE. IF I MAKE A PARTIAL PREPAYMENT, THERE WILL BE NO CHANGES IN THE DUE DATES OR IN THE AMOUNT OF MY MONTHLY PAYMENT UNLESS THE NOTE HOLDER AGREES IN WRITING TO THOSE CHANGES.



5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

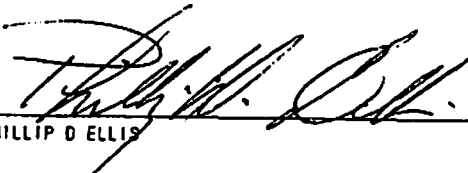
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

BS5N (0101)

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



PHILLIP D ELLIS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

Return To: LOAN # 6779450664
FL9-700-01-01
JACKSONVILLE POST CLOSING
9000 SOUTHSIDE BLVD.
BLDG 700, FILE RECEIPT DEPT.
JACKSONVILLE, FL 32256

Prepared By:
ROBERT FREEMAN
BANK OF AMERICA, N.A.
900 W. TRADE STREET
GATEWAY VILLAGE, 3RD FLOOR
CHARLOTTE, NC 28255-0001

(Space Above This Line For Recording Data)

LOAN # 6779450664

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated OCTOBER 31, 2005 , together with all Riders to this document.

(B) "Borrower" is PHILLIP D ELLIS AND MILINDA G. ELLIS

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION
organized and existing under the laws of THE UNITED STATES OF AMERICA

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 1/01

VMP -6(IL)10010)

Page 1 of 15

Initials: *HE*

VMP MORTGAGE FORMS - (800)521-7234 *ME*

CIVIL 10/28/05 11:46 AM 6779450664



Lender's address is 900 W. TRADE STREET, GATEWAY VILLAGE, 3RD FLOOR,
CHARLOTTE, NC 282550001

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated OCTOBER 31, 2005.

The Note states that Borrower owes Lender ONE HUNDRED EIGHTY NINE THOUSAND SIX
HUNDRED THIRTY FIVE AND 00/100

(U.S. \$ 189,635.00) plus interest. Borrower has promised to pay this debt in regular
Periodic Payments and to pay the debt in full not later than NOVEMBER 01, 2035

(E) "Property" means the property that is described below under the heading "Transfer of Rights
in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late
charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The
following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes,
regulations, ordinances and administrative rules and orders (that have the effect of law) as well as
all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees,
assessments and other charges that are imposed on Borrower or the Property by a condominium
association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction
originated by check, draft, or similar paper instrument, which is initiated through an electronic
terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize
a financial institution to debit or credit an account. Such term includes, but is not limited to,
point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire
transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or
proceeds paid by any third party (other than insurance proceeds paid under the coverages
described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or
other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv)
misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or
default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and
interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.)
and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended
from time to time, or any additional or successor legislation or regulation that governs the same
subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and
restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan
does not qualify as a "federally related mortgage loan" under RESPA.

FML
MAR

MIN: 100488910105430853

BALLOON NOTE (Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

October 24, 2006
[Date]

Chicago
[City]

Illinois
[State]

4447 S. Ellis Ave, Chicago, IL 60653
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 500,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is Home123 Corporation

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.990 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on December 1, 2006

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on 11/01/2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3351 Michelson Drive, Ste 400, Irvine, CA 92612

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$3,103.53

MULTISTATE BALLOON FIXED RATE NOTE - Single Family - FANNIE MAE UNIFORM INSTRUMENT

Page 1 of 3

 870N (0205)

VMP MORTGAGE FORMS - (800)521-7291

1010543085
Form 3260 1/ 01

Initials: _____

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of ~~fifteen~~ calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:



Certified Forensic Loan Auditors

EXHIBIT I

Voluntary Lien Search

Transaction Details for
12209 S STEWART AVE. CHICAGO IL 60628
APN: 25-28-224-003-0000

History Record #: 1

Foreclosure:

Recording Date: 06/10/2010
Document Number: 16135222
Document Type: LIS PENDENS
Trustee:
Title Company: UNITED TITLE
Defendant: PEEL DENISE
Defendant2: PEEL TRES

Filing Date: 06/21/2010
Orig Recording Date: 05/14/2007
Orig Doc Number: 13440057
Trustee Phone:
Unpaid Balance:

History Record #: 2

Assignment:

Recording Date: 05/28/2010
Document Number: 14841071
Document Type: ASSIGNMENT OF MORTGAGE
New Lender: GMAC MTG LLC
Previous Lender: FIRST ADVANTAGE MTG LLC
Borrower: PEEL TRES
Borrower2: PEEL DENISE

Orig Recording Date: 05/14/2007
Orig Doc Number: 13440057

History Record #: 3

Sale/Transfer:

Recording Date: 05/14/2007
Document Number: 13440056
Document Type: WARRANTY DEED
Title Company: PRAIRIE TITLE
Buyer: PEEL TRES & DENISE
Seller: PEEL DENISE

Sale Date: 04/24/2007
Sale Price:
Sale Type:

Finance:

Recording Date: 05/14/2007
Document Number: 13440057
Document Type: MORTGAGE
Lender: FIRST ADVANTAGE MTG LLC
Loan Amount: \$189,000
Borrower: PEEL TRES
Borrower2: PEEL DENISE

Finance Type: NOMINAL
Mortgage Loan Type: CONVENTIONAL
Mortgage Term: 30 YEARS
Mortgage Rate Type:
Mortgage Rate:

History Record #: 4

Release:

Recording Date: 07/18/2005
Document Number: 19917021
Document Type: DEED OF RELEASE

Orig Recording Date: 04/16/2004
Orig Doc Number: 13415160



Certified Forensic Loan Auditors

History Record #: 5

Sale/Transfer:

Recording Date: 05/13/2004

Document Number: 13415158

Document Type: SPECIAL WARRANTY DEED

Title Company: TICOR TITLE

Buyer: GRAFFT JOHN C

Seller: WACHOVIA LOAN TRUST 1997-1

Sale Date: 04/06/2004

Sale Price: \$145,500

Sale Type:

Finance:

Recording Date: 05/13/2004

Document Number: 13415160

Document Type: MORTGAGE

Lender: CHASE MANHATTAN MTG

Loan Amount: \$116,400

Borrower: GRAFFT JOHN C

Finance Type: RESALE

Mortgage Loan Type: CONVENTIONAL

Mortgage Term: 30 YEARS

Mortgage Rate Type: FIXED

Mortgage Rate:

History Record #: 6

Sale/Transfer:

Recording Date: 05/01/2003

Document Number: 12110174

Document Type: FORECLOSURE DEED

Title Company:

Buyer: WACHOVIA LOAN TRUST 1997-1

HM EQU

Seller: SHERIFF OF COOK COUNTY

Sale Date: 02/25/2003

Sale Price:

Sale Type:

History Record #: 7

Finance:

Recording Date: 11/21/1995

Document Number: 806263

Document Type: DEED OF TRUST

Lender: ASSOCIATES FIN INC

Loan Amount: \$144,199

Borrower: PEEL TRES C

Borrower: PEEL DENISE

Finance Type: REFINANCE

Mortgage Loan Type: CONVENTIONAL

Mortgage Term:

Mortgage Rate Type:

Mortgage Rate:



Certified Forensic Loan Auditors

History Record #: 8

Sale/Transfer:

Recording Date: 10/05/1995
 Document Number: 679531
 Document Type: GRANT DEED
 Title Company:
 Buyer: PEEL TRES & DENISE
 Seller: MARSH WILLIE

Sale Date:
 Sale Price: \$145,000
 Sale Type:

Finance:

Recording Date: 10/05/1995
 Document Number: 679532
 Document Type: MORTGAGE
 Lender: ASSOCIATES FIN INC
 Loan Amount: \$144,199
 Borrower: PEEL TRES
 Borrower: PEEL DENISE

Finance Type: RESALE
 Mortgage Loan Type: CONVENTIONAL
 Mortgage Term:
 Mortgage Rate Type:
 Mortgage Rate:

History Record #: 9

Sale/Transfer:

Recording Date: 07/18/1995
 Document Number: 464502
 Document Type: FORECLOSURE DEED
 Title Company:
 Buyer: MAREN WILLIE
 Seller: BRAUN CAROL M

Sale Date:
 Sale Price:
 Sale Type:

Voluntary Lien Date Ranges for COOK, IL

	Sales	Mortgages	Assignments	Releases	Foreclosures
Start Date	01/01/2001	01/01/2001	01/01/2001	01/01/2001	01/01/2001
End Date	01/01/2001	01/01/2001	01/01/2001	01/01/2001	01/01/2001

www.docedge.com

1. Item 8. Tres and Denise Peel acquired property for \$145,000 on or about 10/5/95.
2. Items 7 and 8. Prior borrower loan activity.
3. Items 4-6. Prior foreclosure activity against an unknown party, John Grafft. Mr. Grafft re-acquires property from a securitized Wachovia Bank trust following foreclosure.
4. Tres and Denise peel re-acquire property on an unknown date likely between 7/18/05 and 4/24/07 based on items 3 and 4.
5. Item 3. Primary active loan that is the subject of this report.



0612408105

Doc#: 0612408105 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/04/2008 11:28 AM Pg: 1 of 18

Return To:
CitiMortgage, Inc.
Attn: Document Processing
P.O. Box 790021
St. Louis, MO 63179-0021

Prepared By:
CitiMortgage, Inc.
1101 W 31st Street
Suite 110
Downers Grove, IL 60515

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100011520035237116

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated April 27, 2006 together with all Riders to this document.

(B) "Borrower" is Delilah Burrowes, An Unmarried Person

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

002003523711

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3014 1/01

6A(IL) (0010)

Page 1 of 15

Initials

VMP MORTGAGE FORMS - (800)521-7291



CitiMortgage 3.0.1.9 V2

TMC Loan No. 52592

NOTE

MIN 1000252-0000052592-8

August 6, 2008

CHINA GROVE

NORTH CAROLINA

[City]

[State]

3955 HWY 152 W

CHINA GROVE NORTH CAROLINA 28023

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 200,000.00 (this amount is called "Principal"),

plus interest, to the order of the Lender. The Lender is **TERRACE MORTGAGE COMPANY**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.375 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on September 1, 2008

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on August 1, 2008, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make monthly payments at 900 ASHWOOD PARKWAY, SUITE 130, ATLANTA, GA 30338

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,476.46

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

MULTISTATE FIXED RATE NOTE-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3200 1.1
(Page 1 of 2)

Initials

Initials

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

CHARLES E SIDDEN (Seal)
Borrower

REBEKAH E. SIDDEN (Seal)
Co-Borrower

{Sign Original Only}

Pay to the order of
without recourse.

TERRACE MORTGAGE COMPANY

BY: _____

LOAN NUMBER: 6779450664

NOTE

10/31/05

GLENWOOD

IL

[Date]

[City]

[State]

328 ARQUILLA, GLENWOOD, IL 60425

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 189,635.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BANK OF AMERICA, N.A.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on DECEMBER 01, 2005.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on NOVEMBER 01, 2035 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at BANK OF AMERICA, N.A., P.O. BOX 17404, BALTIMORE, MD 21297-1404 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,136.96 .

4. BORROWER'S RIGHT TO PREPAY

I HAVE THE RIGHT TO MAKE PAYMENTS OF PRINCIPAL AT ANY TIME BEFORE THEY ARE DUE. A PAYMENT OF PRINCIPAL ONLY IS KNOWN AS A "PREPAYMENT." WHEN I MAKE A PREPAYMENT, I WILL TELL THE NOTE HOLDER IN WRITING THAT I AM DOING SO. I MAY NOT DESIGNATE A PAYMENT AS A PREPAYMENT IF I HAVE NOT MADE ALL THE MONTHLY PAYMENTS DUE UNDER THIS NOTE.

I MAY MAKE A FULL PREPAYMENT OR PARTIAL PREPAYMENT WITHOUT PAYING ANY PREPAYMENT CHARGE. AFTER PAYING ANY LATE FEES OR OUTSTANDING FEES THAT I OWE, THE NOTE HOLDER WILL USE MY PREPAYMENTS TO REDUCE THE AMOUNT OF PRINCIPAL THAT I OWE UNDER THIS NOTE. HOWEVER, THE NOTE HOLDER MAY APPLY MY PREPAYMENT TO THE ACCRUED AND UNPAID INTEREST ON THE PREPAYMENT AMOUNT BEFORE APPLYING MY PREPAYMENT TO REDUCE THE PRINCIPAL AMOUNT OF THIS NOTE. IF I MAKE A PARTIAL PREPAYMENT, THERE WILL BE NO CHANGES IN THE DUE DATES OR IN THE AMOUNT OF MY MONTHLY PAYMENT UNLESS THE NOTE HOLDER AGREES IN WRITING TO THOSE CHANGES.



5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

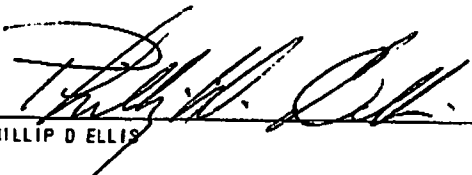
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

BSSN (c 10 11)

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



PHILLIP D ELLIS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower
(Sign Original Only)

Return To: LOAN # 6779450664
FL9-700-01-01
JACKSONVILLE POST CLOSING
9000 SOUTHSIDE BLVD.
BLDG 700, FILE RECEIPT DEPT.
JACKSONVILLE, FL 32256

Prepared By:
ROBERT FREEMAN
BANK OF AMERICA, N.A.
900 W. TRADE STREET
GATEWAY VILLAGE, 3RD FLOOR
CHARLOTTE, NC 28255-0001

_____[Space Above This Line For Recording Data]_____

LOAN # 6779450664

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated OCTOBER 31, 2005 , together with all Riders to this document.

(B) "Borrower" is PHILLIP D ELLIS AND MILINDA G. ELLIS

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION
organized and existing under the laws of THE UNITED STATES OF AMERICA

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 1/01

VMP® -6(IL)(0010)

Page 1 of 15

Initials: *RF*

VMP MORTGAGE FORMS - (800)521-7291 *ME*

CVIL 10/28/05 11:46 AM 6779450664



Lender's address is 900 W. TRADE STREET, GATEWAY VILLAGE, 3RD FLOOR,
CHARLOTTE, NC 282550001

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated OCTOBER 31, 2005. The Note states that Borrower owes Lender ONE HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED THIRTY FIVE AND 00/100

(U.S. \$ 189,635.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 01, 2035 Dollars

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

FAC
MJE

MIN: 100488910105430853

BALLOON NOTE (Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

October 24, 2006
[Date]

Chicago
[City]

Illinois
[State]

4447 S. Ellis Ave, Chicago, IL 60653
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$500,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is Home123 Corporation

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.990 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on December 1, 2006.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on 11/01/2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3351 Michelson Drive, Ste 400, Irvine, CA 92612

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$3,103.53

MULTISTATE BALLOON FIXED RATE NOTE - Single Family - FANNIE MAE UNIFORM INSTRUMENT

Page 1 of 3

1010543085
Form 3260 1/ 01

VMP-870N (0205)

VMP MORTGAGE FORMS - (800)521-7291

Initials: _____

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of ~~fifteen~~ calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:



Certified Forensic Loan Auditors

EXHIBIT I

Voluntary Lien Search

Transaction Details for
12209 S STEWART AVE. CHICAGO IL 60628
APH: 25-28-224-003-0000

History Record #: 1

Foreclosure:

Recording Date: 06/10/2010
Document Number: 16135222
Document Type: LIS PENDENS
Trustee:
Title Company: UNITED TITLE
Defendant: PEEL DENISE
Defendant2: PEEL TRES

Filing Date: 05/21/2010
Orig Recording Date: 05/14/2007
Orig Doc Number: 13440057
Trustee Phone:
Unpaid Balance:

History Record #: 2

Assignment:

Recording Date: 05/28/2010
Document Number: 14841071
Document Type: ASSIGNMENT OF MORTGAGE
New Lender: GMAC MTG LLC
Previous Lender: FIRST ADVANTAGE MTG LLC
Borrower: PEEL TRES
Borrower2: PEEL DENISE

Orig Recording Date: 05/14/2007
Orig Doc Number: 13440057

History Record #: 3

Sale/Transfer:

Recording Date: 05/14/2007
Document Number: 13440056
Document Type: WARRANTY DEED
Title Company: PRAIRIE TITLE
Buyer: PEEL TRES & DENISE
Seller: PEEL DENISE

Sale Date: 04/24/2007
Sale Price:
Sale Type:

Finance:

Recording Date: 05/14/2007
Document Number: 13440057
Document Type: MORTGAGE
Lender: FIRST ADVANTAGE MTG LLC
Loan Amount: \$189,000
Borrower: PEEL TRES
Borrower: PEEL DENISE

Finance Type: NOMINAL
Mortgage Loan Type: CONVENTIONAL
Mortgage Term: 30 YEARS
Mortgage Rate Type:
Mortgage Rate:

History Record #: 4

Release:

Recording Date: 07/18/2005
Document Number: 19917021
Document Type: DEED OF RELEASE

Orig Recording Date: 04/16/2004
Orig Doc Number: 13415160



Certified Forensic Loan Auditors

History Record #: 5

Sale/Transfer:

Recording Date: 05/13/2004	Sale Date: 04/06/2004
Document Number: 13415158	Sale Price: \$145,500
Document Type: SPECIAL WARRANTY DEED	Sale Type:
Title Company: TICOR TITLE	
Buyer: GRAFFT JOHN C	
Seller: WACHOVIA LOAN TRUST 1997-1	

Finance:

Recording Date: 05/13/2004	Finance Type: RESALE
Document Number: 13415160	Mortgage Loan Type: CONVENTIONAL
Document Type: MORTGAGE	Mortgage Term: 30 YEARS
Lender: CHASE MANHATTAN MTG	Mortgage Rate Type: FIXED
Loan Amount: \$116,400	Mortgage Rate:
Borrower: GRAFFT JOHN C	

History Record #: 6

Sale/Transfer:

Recording Date: 05/01/2003	Sale Date: 02/25/2003
Document Number: 12110174	Sale Price:
Document Type: FORECLOSURE DEED	Sale Type:
Title Company:	
Buyer: WACHOVIA LOAN TRUST 1997-1	
HM EGU	
Seller: SHERIFF OF COOK COUNTY	

History Record #: 7

Finance:

Recording Date: 11/21/1995	Finance Type: REFINANCE
Document Number: 806263	Mortgage Loan Type: CONVENTIONAL
Document Type: DEED OF TRUST	Mortgage Term:
Lender: ASSOCIATES FIN INC	Mortgage Rate Type:
Loan Amount: \$144,199	Mortgage Rate:
Borrower: PEEL TRES C	
Borrower: PEEL DENISE	



Certified Forensic Loan Auditors

History Record #: 8

Sale/Transfer:

Recording Date: 10/05/1995
 Document Number: 679531
 Document Type: GRANT DEED
 Title Company:
 Buyer: PEEL TRES & DENISE
 Seller: MARSH WILLIE

Sale Date:
 Sale Price: \$145,000
 Sale Type:

Finance:

Recording Date: 10/05/1995
 Document Number: 679532
 Document Type: MORTGAGE
 Lender: ASSOCIATES FIN INC
 Loan Amount: \$144,199
 Borrower: PEEL TRES
 Borrower: PEEL DENISE

Finance Type: RESALE
 Mortgage Loan Type: CONVENTIONAL
 Mortgage Term:
 Mortgage Rate Type:
 Mortgage Rate:

History Record #: 9

Sale/Transfer:

Recording Date: 07/18/1995
 Document Number: 464502
 Document Type: FORECLOSURE DEED
 Title Company:
 Buyer: MAREN WILLIE
 Seller: BRAUN CAROL M

Sale Date:
 Sale Price:
 Sale Type:

Voluntary Lien Date Ranges for COOK, IL

	Sales	Mortgages	Assignments	Releases	Foreclosures
Start Date	01/01/2001	01/01/2001	01/01/2001	01/01/2001	01/01/2001
End Date	01/01/2001	01/01/2001	01/01/2001	01/01/2001	01/01/2001

www.docedge.com

1. Item 8. Tres and Denise Peel acquired property for \$145,000 on or about 10/5/95.
2. Items 7 and 8. Prior borrower loan activity.
3. Items 4-6. Prior foreclosure activity against an unknown party, John Grafft. Mr. Grafft re-acquires property from a securitized Wachovia Bank trust following foreclosure.
4. Tres and Denise peel re-acquire property on an unknown date likely between 7/18/05 and 4/24/07 based on items 3 and 4.
5. Item 3. Primary active loan that is the subject of this report.



0612408105

Doc#: 0612408105 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/04/2006 11:26 AM Pg: 1 of 16

Return To:
CitiMortgage, Inc.
Attn: Document Processing
P.O. Box 790021
St. Louis, MO 63179-0021

Prepared By:
CitiMortgage, Inc.
1101 W 31st Street
Suite 110
Downers Grove, IL 60515

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100011520035237116

16

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated April 27, 2006 together with all Riders to this document.

(B) "Borrower" is Dillah Burrowes, An Unmarried Person

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

002003523711

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3014 1/01

SA(IL) (0010)

Page 1 of 15

Initials

VMP MORTGAGE FORMS - (800)521-7291



CitiMortgage 3.0.1.9 V2

(D) "Lender" is CitiMortgage, Inc.

Lender is a Corporation
organized and existing under the laws of New York
Lender's address is 1000 Technology Drive, O' Fallon, MO 63368-2240

(E) "Note" means the promissory note signed by Borrower and dated April 27, 2006
The Note states that Borrower owes Lender Eight Hundred Sixty Seven Thousand Nine Hundred Dollars

(U.S. \$867,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2036

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] Schedule "A"

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

002003523711
0000-BA(IL) (0010)

Page 2 of 15

Initials

Form 3014 1/01
CitiMortgage 3.0.1.9 V2

TMC Loan No. 52592

NOTE

MIN 1000252-0000052592-8

August 6, 2008

CHINA GROVE

NORTH CAROLINA

[City]

[State]

3955 HWY 152 W

CHINA GROVE NORTH CAROLINA 28023

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 200,000.00 (this amount is called "Principal"),

plus interest, to the order of the Lender. The Lender is **TERRACE MORTGAGE COMPANY**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.375 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on September 1, 2008

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on August 1, 2028, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make monthly payments at 900 ASHWOOD PARKWAY, SUITE 130, ATLANTA, GA 30338

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,476.46

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

MULTISTATE FIXED RATE NOTE-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3200 1.1
(Page 1 of 2)

Initials

Initials

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

CHARLES E SIDDEN (Seal)
-Borrower

REBEKAH E. SIDDEN (Seal)
Co-Borrower

{Sign Original Only}

Pay to the order of
without recourse.

TERRACE MORTGAGE COMPANY

BY: _____

LOAN NUMBER: 6779450664

NOTE

10/31/05

GLENWOOD

IL

[Date]

[City]

[State]

328 ARQUILLA, GLENWOOD, IL 60425

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 189,635.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BANK OF AMERICA, N.A.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on DECEMBER 01, 2005.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on NOVEMBER 01, 2035 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at BANK OF AMERICA, N.A., P.O. BOX 17404, BALTIMORE, MD 21297-1404 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,136.96 .

4. BORROWER'S RIGHT TO PREPAY

I HAVE THE RIGHT TO MAKE PAYMENTS OF PRINCIPAL AT ANY TIME BEFORE THEY ARE DUE. A PAYMENT OF PRINCIPAL ONLY IS KNOWN AS A "PREPAYMENT." WHEN I MAKE A PREPAYMENT, I WILL TELL THE NOTE HOLDER IN WRITING THAT I AM DOING SO. I MAY NOT DESIGNATE A PAYMENT AS A PREPAYMENT IF I HAVE NOT MADE ALL THE MONTHLY PAYMENTS DUE UNDER THIS NOTE.

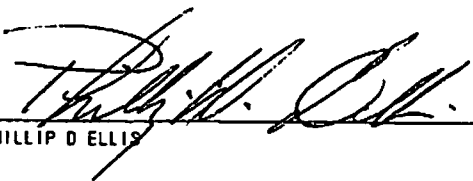
I MAY MAKE A FULL PREPAYMENT OR PARTIAL PREPAYMENT WITHOUT PAYING ANY PREPAYMENT CHARGE. AFTER PAYING ANY LATE FEES OR OUTSTANDING FEES THAT I OWE, THE NOTE HOLDER WILL USE MY PREPAYMENTS TO REDUCE THE AMOUNT OF PRINCIPAL THAT I OWE UNDER THIS NOTE. HOWEVER, THE NOTE HOLDER MAY APPLY MY PREPAYMENT TO THE ACCRUED AND UNPAID INTEREST ON THE PREPAYMENT AMOUNT BEFORE APPLYING MY PREPAYMENT TO REDUCE THE PRINCIPAL AMOUNT OF THIS NOTE. IF I MAKE A PARTIAL PREPAYMENT, THERE WILL BE NO CHANGES IN THE DUE DATES OR IN THE AMOUNT OF MY MONTHLY PAYMENT UNLESS THE NOTE HOLDER AGREES IN WRITING TO THOSE CHANGES.



If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


PHILLIP D ELLIS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

BS5N (10.10.1)

Return To: LOAN # 6779450664
FL9-700-01-01
JACKSONVILLE POST CLOSING
9000 SOUTHSIDE BLVD.
BLDG 700, FILE RECEIPT DEPT.
JACKSONVILLE, FL 32256

Prepared By:
ROBERT FREEMAN
BANK OF AMERICA, N.A.
900 W. TRADE STREET
GATEWAY VILLAGE, 3RD FLOOR
CHARLOTTE, NC 28255-0001

_____[Space Above This Line For Recording Data]_____

LOAN # 6779450664

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated OCTOBER 31, 2005, together with all Riders to this document.

(B) "Borrower" is PHILLIP D ELLIS AND MILINDA G. ELLIS

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION
organized and existing under the laws of THE UNITED STATES OF AMERICA

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 1/01

VMP®-6(IL)100101

Page 1 of 15

Initials: *DF*

VMP MORTGAGE FORMS - (800)521-7291 *ME*



Civil 10/28/05 11:46 AM 6779450664

Lender's address is 900 W. TRADE STREET, GATEWAY VILLAGE, 3RD FLOOR,
CHARLOTTE, NC 282550001

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated OCTOBER 31, 2005 .
The Note states that Borrower owes Lender ONE HUNDRED EIGHTY NINE THOUSAND SIX
HUNDRED THIRTY FIVE AND 00/100 Dollars

(U.S. \$ 189,635.00) plus interest. Borrower has promised to pay this debt in regular
Periodic Payments and to pay the debt in full not later than NOVEMBER 01, 2035 .

(E) "Property" means the property that is described below under the heading "Transfer of Rights
in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late
charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The
following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes,
regulations, ordinances and administrative rules and orders (that have the effect of law) as well as
all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees,
assessments and other charges that are imposed on Borrower or the Property by a condominium
association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction
originated by check, draft, or similar paper instrument, which is initiated through an electronic
terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize
a financial institution to debit or credit an account. Such term includes, but is not limited to,
point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire
transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or
proceeds paid by any third party (other than insurance proceeds paid under the coverages
described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or
other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv)
misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or
default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and
interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.)
and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended
from time to time, or any additional or successor legislation or regulation that governs the same
subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and
restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan
does not qualify as a "federally related mortgage loan" under RESPA.

FML
MJE

MIN: 100488910105430853

BALLOON NOTE (Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

October 24, 2006
[Date]

Chicago
[City]

Illinois
[State]

4447 S. Ellis Ave, Chicago, IL 60653
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$500,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is Home123 Corporation

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.990 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on December 1, 2006.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on 11/01/2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3351 Michelson Drive, Ste 400, Irvine, CA 92612

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$3,103.53

MULTISTATE BALLOON FIXED RATE NOTE - Single Family - FANNIE MAE UNIFORM INSTRUMENT

Page 1 of 3

1010543085
Form 3260 1/ 01

U2410-870N (0205)

VM P MORTGAGE FORMS - (800)521-7291

Initials: _____

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of ~~fifteen~~ calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:



Certified Forensic Loan Auditors

EXHIBIT I

Voluntary Lien Search

Transaction Details for
12209 S STEWART AVE. CHICAGO IL 60628
APN: 25-28-224-003-0000

History Record #: 1

Foreclosure:

Recording Date: 06/10/2010
Document Number: 16135222
Document Type: LIS PENDENS
Trustee:
Title Company: UNITED TITLE
Defendant: PEEL DENISE
Defendant2: PEEL TRES

Filing Date: 05/21/2010
Orig Recording Date: 05/14/2007
Orig Doc Number: 13440057
Trustee Phone:
Unpaid Balance:

History Record #: 2

Assignment:

Recording Date: 05/28/2010
Document Number: 14841071
Document Type: ASSIGNMENT OF MORTGAGE
New Lender: GMAC MTG LLC
Previous Lender: FIRST ADVANTAGE MTG LLC
Borrower: PEEL TRES
Borrower2: PEEL DENISE

Orig Recording Date: 05/14/2007
Orig Doc Number: 13440057

History Record #: 3

Sale/Transfer:

Recording Date: 05/14/2007
Document Number: 13440056
Document Type: WARRANTY DEED
Title Company: PRAIRIE TITLE
Buyer: PEEL TRES & DENISE
Seller: PEEL DENISE

Sale Date: 04/24/2007
Sale Price:
Sale Type:

Finance:

Recording Date: 05/14/2007
Document Number: 13440057
Document Type: MORTGAGE
Lender: FIRST ADVANTAGE MTG LLC
Loan Amount: \$189,000
Borrower: PEEL TRES
Borrower: PEEL DENISE

Finance Type: NOMINAL
Mortgage Loan Type: CONVENTIONAL
Mortgage Term: 30 YEARS
Mortgage Rate Type:
Mortgage Rate:

History Record #: 4

Release:

Recording Date: 07/16/2005
Document Number: 19917021
Document Type: DEED OF RELEASE

Orig Recording Date: 04/16/2004
Orig Doc Number: 13415160



Certified Forensic Loan Auditors

History Record #: 5

Sale/Transfer:

Recording Date: 05/13/2004	Sale Date: 04/06/2004
Document Number: 13415158	Sale Price: \$145,500
Document Type: SPECIAL WARRANTY DEED	Sale Type:
Title Company: TICOR TITLE	
Buyer: GRAFFT JOHN C	
Seller: WACHOVIA LOAN TRUST 1997-1	

Finance:

Recording Date: 05/13/2004	Finance Type: RESALE
Document Number: 13415160	Mortgage Loan Type: CONVENTIONAL
Document Type: MORTGAGE	Mortgage Term: 30 YEARS
Lender: CHASE MANHATTAN MTG	Mortgage Rate Type: FIXED
Loan Amount: \$116,400	Mortgage Rate:
Borrower: GRAFFT JOHN C	

History Record #: 6

Sale/Transfer:

Recording Date: 05/01/2003	Sale Date: 02/25/2003
Document Number: 12110174	Sale Price:
Document Type: FORECLOSURE DEED	Sale Type:
Title Company:	
Buyer: WACHOVIA LOAN TRUST 1997-1	
HM EQU	
Seller: SHERIFF OF COOK COUNTY	

History Record #: 7

Finance:

Recording Date: 11/21/1995	Finance Type: REFINANCE
Document Number: 806263	Mortgage Loan Type: CONVENTIONAL
Document Type: DEED OF TRUST	Mortgage Term:
Lender: ASSOCIATES FIN INC	Mortgage Rate Type:
Loan Amount: \$144,199	Mortgage Rate:
Borrower: PEEL TRES C	
Borrower: PEEL DENISE	



Certified Forensic Loan Auditors

History Record #: 8

Sale/Transfer:

Recording Date: 10/05/1995
 Document Number: 679531
 Document Type: GRANT DEED
 Title Company:
 Buyer: PEEL TRES & DENISE
 Seller: MARSH WILLIE

Sale Date:
 Sale Price: \$145,000
 Sale Type:

Finance:

Recording Date: 10/05/1995
 Document Number: 679532
 Document Type: MORTGAGE
 Lender: ASSOCIATES FIN INC
 Loan Amount: \$144,199
 Borrower: PEEL TRES
 Borrower: PEEL DENISE

Finance Type: RESALE
 Mortgage Loan Type: CONVENTIONAL
 Mortgage Term:
 Mortgage Rate Type:
 Mortgage Rate:

History Record #: 9

Sale/Transfer:

Recording Date: 07/18/1995
 Document Number: 464502
 Document Type: FORECLOSURE DEED
 Title Company:
 Buyer: MAREN WILLIE
 Seller: BRAUN CAROL M

Sale Date:
 Sale Price:
 Sale Type:

Voluntary Lien Date Ranges for COOK . IL

	Sales	Mortgages	Assignments	Releases	Foreclosures
Start Date	01/01/2001	01/01/2001	01/01/2001	01/01/2001	01/01/2001
End Date	01/01/2001	01/01/2001	01/01/2001	01/01/2001	01/01/2001

www.docedge.com

1. Item 8. Tres and Denise Peel acquired property for \$145,000 on or about 10/5/95.
2. Items 7 and 8. Prior borrower loan activity.
3. Items 4-6. Prior foreclosure activity against an unknown party, John Grafft. Mr. Grafft re-acquires property from a securitized Wachovia Bank trust following foreclosure.
4. Tres and Denise peel re-acquire property on an unknown date likely between 7/18/05 and 4/24/07 based on items 3 and 4.
5. Item 3. Primary active loan that is the subject of this report.



0612408105

Doc#: 0612408105 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/04/2006 11:28 AM Pg: 1 of 16

Return To:
CitiMortgage, Inc.
Attn: Document Processing
P.O. Box 790021
St. Louis, MO 63179-0021

Prepared By:
CitiMortgage, Inc.
1101 W 31st Street
Suite 110
Downers Grove, IL 60515

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100011520035237116

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated April 27, 2006 together with all Riders to this document.

(B) "Borrower" is Delilah Burrowes, An Unmarried Person

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

002003523711

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3014 1/01

6A(IL) (0010)

Page 1 of 15

Initials

VMP MORTGAGE FORMS • (800)521-7291



CitiMortgage 3.0.1.9 V2

(D) "Lender" is CitiMortgage, Inc.

Lender is a Corporation

organized and existing under the laws of New York

Lender's address is 1000 Technology Drive, O' Fallon, MO 63368-2240

(E) "Note" means the promissory note signed by Borrower and dated April 27, 2006

The Note states that Borrower owes Lender Eight Hundred Sixty Seven Thousand Nine Hundred

Dollars

(U.S. \$867,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2036

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] Schedule "A"

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

002003523711
002003523711-0A(IL) (0010)

Page 2 of 15

Initials

Form 3014 1/01

CitiMortgage 3.0.1.9 V2

TMC Loan No. 52592

NOTE

MIN 1000252-0000052592-8

August 6, 2008

CHINA GROVE

NORTH CAROLINA

[City]

[State]

3955 HWY 152 W

CHINA GROVE NORTH CAROLINA 28023

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 200,000.00 (this amount is called "Principal"),

plus interest, to the order of the Lender. The Lender is TERRACE MORTGAGE COMPANY

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.375 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on September 1, 2008

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on August 1, 2028, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make monthly payments at 900 ASHWOOD PARKWAY, SUITE 130, ATLANTA, GA 30338

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,476.46

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

MULTISTATE FIXED RATE NOTE-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3200 1.1
(Page 1 of 2)

Initials

Initials

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

CHARLES E SIDDEN (Seal)
-Borrower

REBEKAH E. SIDDEN (Seal)
Co-Borrower

[Sign Original Only]

Pay to the order of
without recourse.

TERRACE MORTGAGE COMPANY

BY: _____

12-22-2014 02:41 FAX

FILED BY 12-22-2014 03:07

2013

BK47456PG0477

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

2007 JAN -9 PM 2:00

TOM LAWLER, CLERK

Return Recorded Document to:
Smith & Johnson, LLC
Attorneys at Law
P.O. Box 606
Buford, GA 30515PT-61 #67-2006-051184
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
\$ 167.60
TOM LAWLER CLERK OF
SUPERIOR COURT

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF GWINNETT

File #: 06S-6499

This Indenture made this 15th day of December, 2006 between BOWEN FAMILY HOMES, INC. of the County of Gwinnett, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and SAMUEL GITTENS, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 206 OF THE 6TH LAND DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING KNOWN AND DESIGNATED AS TOWNHOME LOT 151 OF BRECKINRIDGE STATION AS SHOWN ON THAT CERTAIN FINAL PLAT OF BRECKINRIDGE STATION TOWNHOMES, RECORDED AT PLAT BOOK 115, PAGES 244-245, GWINNETT COUNTY, GEORGIA RECORDS, REFERENCED TO SAID PLAT OF SURVEY AND THE RECORD THEREOF BEING HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

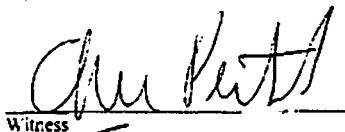
This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:


Witness

Notary Public

BOWEN FAMILY HOMES, INC.

By:  (Seal)
Joshua Bowic, Assistant Secretary



0005608

12/22/2014 02:38 FAX

RECEIVED 12/22/2014 03:07

003

50572
00651

BK50572 P00651

Recording requested by and when recorded,
Mail the Deed and tax statements to
Samuel Negli Gittens and Geane Hewitt Gittens
177 Governor Ave
West Babylon, NY 11704
Prepared by above
Original Record #72008-051184 - 01/08/2007

QUITCLAIM DEED

TRA: N/A
MHN: 100032100001072688
APH: R8206-346

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

2011 MAR -7 PM 3:37

TOM LAWLER, CLERK

302928 -

For Recorder's Use

☐ This transfer is exempt from the documentary transfer tax.
☐ The documentary transfer tax is \$____ and is computed on
the full value of the interest or property conveyed.
☐ The full value less the debt or encumbrance remaining thereon at the time of sale.
The property is located in
☐ an unincorporated area
☐ the city of Duluth
The H & BONE fee (if) and the Grantor(s) received nothing in return, RT Gov 11-611

NOTICE OF CHANGE RE:**GRANTOR(S)/TRUSTOR(S): Samuel -Negli: Gittens and Geane-Hewitt: Gittens**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged: Samuel N. and
Geane H. Gittens, husband and wife, do hereby REMISE, RELEASE, GRANT, AND FOREVER
QUITCLAIM to:

"Samuel N. Gittens and Geane H. Gittens"

the real property in the City of Duluth, County of Gwinnett, State of GA described as:

ALL THAT TRACK OR PARCEL OF LAND LYING AND BING IN LAND LOT 206 OF
THE 6TH LAND DISTRICT OF THE GWINNETT COUNTY, GEORGIA, BEING
KNOWN AND DESIGNATED AS TOWNHOME LOT 151 OF BRECKINRIDGE
STATION AS SHOWN ON THAT CERTAIN FINAL PLAT OF BRECKINRIDGE
STATION TOWNHOMES, RECORDED AT PLAT BOOK 116, PAGES 244-245,
GWINNETT COUNTY, GEORGIA RECORDS, REFERENCED TO SAID PLAT OF
SURVEY AND THE RECORD THEREOF BEING HEREBY MADE FOR A MORE
COMPLETE LEGAL DESCRIPTION.

Commonly known as: 2103 Executive Dr., Duluth, GA 30098

See also Exhibit "A" attached hereto, as this QUITCLAIM DEED evidences the sole purpose of
Notice of Change in Trustee and Beneficiary appointments ONLY, Dated: 03/08/2011.

Samuel -Negli: Gittens

Witness

Geane-Hewitt: Gittens

Witness

JURAT

ROSETTA RICHARDS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01R16090373
Qualified in Nassau County
My Commission Expires April 14, 2021

State of New York
County of Suffolk
County of Nassau

Subscribed and sworn to (or affirmed) before me on this 3rd day of March
20 11, by _____, proved to me on the basis of
satisfactory evidence to be the person(s) who appeared before me.
Signature Rosetta Richards (seal)

My Commission Expires: April 14th, 2021

Georgia, Gwinnett County
This is to certify this is a true and correct copy
of Quitclaim as the same appears of record
in Gwinnett County Superior Court.
Given under my official signature and seal of
the Court this 10 day of March 2011
Michael V. Hewitt
Deputy Clerk Superior Court, Gwinnett County, Georgia

0018325

12 2

12/22/2014 02:41 FAX

RECEIVED 12/22/2014 09:07

2014

BK48712PG0290

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

08 MAR 18 PM 2:00

TOM LAWLER, CLERK

PT-61 # 067-2008-006832
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
\$ none
TOM LAWLER CLERK OF
SUPERIOR COURTReturn Recorded Document to:
Samuel Gittens
Geane Hewitt-Gittens
13 Angeline Avenue
Hempstead, NY 11550

DEED OF GIFT

STATE OF GEORGIA,

COUNTY OF GWINNETT

This Indenture made this 14th day of March, 2008 between SAMUEL GITTENS, of the County of Gwinnett, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and , SAMUEL GITTENS AND GEANE HEWITT-GITTENS as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 206 OF THE 6TH LAND DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING KNOWN AND DESIGNATED AS TOWNHOME LOT 151 OF BRECKINRIDGE STATION AS SHOWN ON THAT CERTAIN FINAL PLAT OF BRECKINRIDGE STATION TOWNHOMES, RECORDED AT PLAT BOOK 115, PAGES 244-245, GWINNETT COUNTY, GEORGIA RECORDS, REFERENCED TO SAID PLAT OF SURVEY AND THE RECORD THEREOF BEING HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.


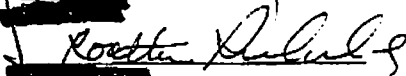
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

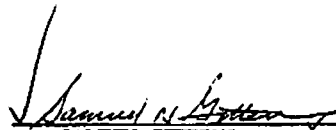
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

My Comm. Exp. 04/14/2011
NOTARY PUBLIC-ROSSETTA RICHARDS
NOTARY PUBLIC-STATE OF NEW YORK
Qualified in Nassau No. 01R16090373
My Commission Expires April 14, 2011


SAMUEL GITTENS (Seal)

(Seal)

0028205

12/22/2014 02:41 FAX

RECEIVED 12/22/2014 09:07

2015

NOTEDecember 15, 2006
DateATLANTA
CityGeorgia
State2103 Executive Dr, Duluth GA 30096
Property Address**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 33,500.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is PINE STATE MORTGAGE CORPORATION. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

I will pay interest at a yearly rate of 8.25 %. Interest will be charged on unpaid principal until the full amount of principal has been paid.

3. PAYMENTS

I will pay principal and interest by making payments each month of U.S. \$ 251.67. I will make my payments on the 1st day of each month beginning on February 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on January 1, 2037 I still owe amounts under this Note; I will pay all those amounts, in full, on that date.

I will make my monthly payments at 6065 ROSWELL ROAD SUITE 300, ATLANTA GA 30328 or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any of my monthly payments by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment, but not less than U.S. \$ 12.58 and not more than U.S. \$ 12.58. I will pay this late charge only once on any late payment.

(B) Notice from Note Holder

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

(C) Default

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.